



C.O.D. Account Application

To better serve you, our commercial customer, we respectfully request that you open a COD account with The Stone Store. This process will help us to increase order efficiency and allows us to monitor your sales trends to ensure we are giving you the most competitive pricing. Your account will still be considered "**pay as you go**", thus every order placed will require cash, check or credit card payments in full at the time of purchase. We appreciate your patronage!

Please complete the following:

Full Legal Business Name: _____

D/B/A or T/A: _____

Name of Principal; Owner or Company officer: _____

Physical Street Address: _____

City / State / Zip: _____

Billing / Mailing address: _____

City / State / Zip: _____

Office Hours: _____ Number of years in business: _____

Office Phone: _____ Cell Phone: _____

Fax: _____ Email: _____

Web address: <http://www.> _____

Type of products / services your company provides: _____

Additional company contacts / purchaser(s) _____

State contractors license (MHIC) number (if known): _____

Complete this section ONLY if your company is tax exempt
Certificate must be attached to this application

Tax ID number: _____

Applicant's Signature _____

Sales Rep _____

Date _____

Date Completed: _____

For The Stone Store's accounting department use only

Account Name: _____

Completed by: _____

7535 Railroad Avenue ▪ Hanover, Maryland 21076-3141

Office: 1-888-766-4242 ▪ Fax: 410-766-2002

Website: www.thestonestore.com

TERMS AND CONDITIONS

Special Orders: Special orders for cash customers must be paid for in advance. Account customers will be billed on account for all special ordered material. No special order will be placed without a signed quote. Special orders are non refundable / non returnable. Special orders are items that are not in stock or are manufactured for a specific customer or project.

Customer Choose and Hold Orders: All Customer Choose and hold orders must be paid for in advance. All choose and Hold orders will only be held for a MAXIMUM OF 30 DAYS. Choose and hold orders that are cancelled will be charges a 25% re-handling fee.

Estimating: Any measurements, material take offs / material quantity estimates given by The Stone Store are NOT to be considered exact and are to be used for general estimating purposes only. Customer assumes the risk of any overages or shortages created by utilizing our general estimates and any such overages or shortages are the sole responsibility of the customer.

Product Quality: Due to the nature of our earth's product, color, sizing and /or special characteristics cannot be guaranteed.

Product Return: All stock material is non returnable / non refundable, except for those products that are prepackaged and unopened. A restocking fee of 25% will be charged on all items returned. All discounted material/products are deemed non returnable / non refundable. Additional delivery charges will be charged to customers who request prepackaged, unopened material/products to be picked up for return. All bulk material/products, salt, special order, and natural stone products delivered or picked up by customer are non returnable / non refundable. Products that have been approved for a refund will be credited to our Stone Store Credit / Gift Card, less the 25% restocking fee. No cash, check or credit card refunds will be issued.

Release of Delivery Liability - Inadequate Deliver Site: Customer understands and agrees that it is the customer's responsibility to provide a proper and safe delivery unloading site. Thus, Customer agrees that Aggtrans/The Stone Store, its servants, agents, employees, or subcontractors, shall not be liable to Customer for any claims, demands, injuries, damages, economic loss, actions or causes of action whatsoever, to my person or property arising out of or related to an inadequate delivery unloading site. Furthermore, Customer agrees that Customer will be financially responsible for and pay any and all fees/expenses/damages caused by an inadequate delivery unloading site including, but not limited to, damage to delivery vehicle and apparatus, Waiting Time Fees (see Waiting Fees) and Towing Fees (see Towing Fees).

Release Of Delivery Liability - Damages Incurred During Delivery: Aggtrans/The Stone Store shall not be liable for any damages incurred during delivery, including, but not limited to, damage to curbs, driveways, structures, mailboxes, lawns, trees, underground or overhead utilities, septic systems, irrigation systems and adjoining property and structures. Thus, Customer expressly hereby forever releases and discharges Aggtrans/The Stone Store from all claims, demands, injuries, damages, economic loss, actions or causes of action, and from all acts of active or passive negligence on the part of Aggtrans/The Stone Store, its servants, agents, employees, or subcontractors arising out of or related to the delivery of the materials. Customer shall indemnify Aggtrans/The Stone Store and make Aggtrans/The Stone Store financially whole, including, but not limited to, reimbursement of reasonable attorney's fees incurred by Aggtrans/The Stone Store, and shall hold Aggtrans/The Stone Store harmless from any and all claims by any third parties related to or arising out of the delivery/unloading of materials.

LIMITATION OF CONSEQUENTIAL DAMAGES: THE PARTIES TO THIS TRANSACTION EXPRESSLY AGREE, PURSUANT TO THE MARYLAND UNIFORM COMMERCIAL CODE, THAT THE BUYER/CUSTOMER'S MEASURE OF DAMAGES AND EXCLUSIVE AND SOLE REMEDY SHALL BE LIMITED TO THE REPAYMENT OF THE PRICE OF THE NON-CONFORMING GOODS OR PARTS, AND TO THE REPLACEMENT OF THE NON-CONFORMING GOODS OR PARTS.

Waiting time Fees: Waiting time will be charged at the current rate on all deliveries after the first 15 minutes. Charges are then based on 15 minute increments.

Minimum Haul Policy: haul rates are based on full truck load volumes only; Partial load deliveries will be invoiced and processed at full truck load rates (22 Tons).

Towing Fees: In the event a customer's unloading site entraps a vehicle requiring a tow, the customer shall hire a towing company sufficiently equipped, licensed and insured to tow large commercial vehicles (i.e. dual axel dump trucks). Aggtrans / The Stone Store recommends Ted's Towing which may be reached at 410-325-6700.

Payment / Charges: The customer agrees to all charges for material and or damages via credit card on file or personal check. A returned check fee in the amount of \$35.00 will be charged for all returned checks. Charge backs to credit cards will be deemed as non payment and Aggtrans / The Stone Store shall serve notice of intent to file for legal remedies and or file a lien on property. Customer Agrees that Aggtrans / The Stone Store / Drivers / Owner Operators will collect via credit card or check 1 ½ time the haul rate plus the current fuel surcharge (if in effect) for all bulk material refused or returned to the point of its origin. Customer agrees all charges that apply to the delivery will be paid on the same day as delivery or on the date that the delivery attempt is made.

Jurisdiction and Venue: Parties Agree that the State of Maryland shall have jurisdiction with regard to all disputes related to or arising out of these agreed upon terms and conditions. The parties further agree that Anne Arundel County, Maryland shall be the appropriate county in which to file all suits with regard to any and all controversies related to or arising from these terms and conditions.

Applicable Law: The validity, construction, and performance of these Terms and Conditions shall be governed by the laws of the State of Maryland, without regard to its conflict of law provisions.

BY SIGNING BELOW YOU (THE CUSTOMER) ACKNOWLEDGES HAVING READ AND AGREES TO THE ABOVE TERMS AND CONDITIONS.

Signature _____

Date _____

Printed Name: _____